



## AGENDA REPORT

**Meeting Date:** June 17, 2008

**Item Number:** F-6

**To:** Honorable Mayor & City Council

**From:** Ara Maloyan, Deputy City Engineer

**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ALBERT GROVER & ASSOCIATES, INC. FOR CONSULTANT SERVICES REGARDING THE STREET LIGHTING PROJECT PHASE III COMMERCIAL; AND

APPROVE ISSUING A PURCHASE ORDER TO ALBERT GROVER & ASSOCIATES, INC. IN THE AMOUNT OF \$118,300 FOR THE PROJECT.

**Attachments:** Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Albert Grover & Associates, Inc. (AGA) for \$118,300 to design the Street Lighting Project – Phase III Commercial, and approve issuing a purchase order in the amount of \$118,300 for the work.

### **INTRODUCTION**

This report is a request for City Council approval of an agreement between the City of Beverly Hills and Albert Grover & Associates, Inc. for consulting engineering services related to the design of the commercial street light throughout the City. In addition to the design, AGA will provide construction support to answer requests for information and review submittals. After the completion of the construction project, the final service will be to finalize as-built drawings and deliver mylars and electronic files.

### **DISCUSSION**

This project is the final portion of the Street Lighting Projects. The Street Lighting Projects involves the conversion of the original 5,000-volt series circuit system to a "low" voltage multiple circuit system and includes the installation of new conduit, conductor wires, and light fixtures using existing poles. The original series circuit configuration has been outdated for years, and it has been costly and difficult to maintain.

Phase I of the street lighting improvements involved a small-scale project consisting of test circuits in three areas with different types of luminaire fixtures.

Phase II involved placing conduit and conductor, pull boxes, electrical services, luminaires, and electroliers north of Santa Monica Boulevard. Phase II also included conduit for future City telecommunication capabilities.

Phase III of the project was similar to Phase II except it encompassed all residential areas south of Santa Monica Boulevard. In addition, luminaire fixtures in the test area, from Phase I, were replaced to make them consistent with the luminaires that were installed in other residential areas of the City.

Phase III was bifurcated into residential and commercial components because an earlier attempt to award the combined Phase III project resulted in only one bid. The residential component of Phase III was completed and accepted on August 21, 2006. Completion of the Street Lighting Project – Phase III Commercial will complete the overall system upgrade.

Albert Grover & Associates, Inc. has been the designer for all the previous lighting projects. It is appropriate to contract with them again in order to revise the old Phase III plans for commercial only and incorporate any new design changes.

**FISCAL IMPACT**

Funds for this project are provided as follows:

DEPT	FUND	PROJECT NUMBER	SUBPROJECT NUMBER	FUNDING SOURCE	AMOUNT
35	06	0629	35-06-0629	Street Lighting Fund	\$ 118,300.00

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

  
\_\_\_\_\_  
David Gustavson  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
BEVERLY HILLS AND ALBERT GROVER & ASSOCIATES,  
INC. FOR CONSULTANT SERVICES REGARDING THE  
STREET LIGHTING PROJECT PHASE III COMMERCIAL

NAME OF CONSULTANT: Albert Grover & Associates, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Albert L. Grover

CONSULTANT'S ADDRESS: 211 E. Imperial Highway, Suite 208  
Fullerton, CA 92835

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David D. Gustavson, Director of  
Public Works and Transportation

COMMENCEMENT DATE: June 18, 2008

TERMINATION DATE: Upon completion and acceptance by CITY  
of the Street Lighting Project Phase III  
Commercial

CONSIDERATION: Not to exceed \$118,300,  
and further described in Exhibit A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
BEVERLY HILLS AND ALBERT GROVER & ASSOCIATES,  
INC. FOR CONSULTANT SERVICES REGARDING THE  
STREET LIGHTING PROJECT PHASE III COMMERCIAL

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Albert Grover & Associates, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit A. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+,VII in the latest edition of Best's Insurance Guide.

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

#### Section 10. Indemnification.

(a) In connection with the professional services required by this Agreement, CONSULTANT shall defend, hold harmless and indemnify City, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials, ("Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional services under this Agreement. CONSULTANT shall defend Indemnitees in any actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

(b) In connection with all claims not covered by Paragraph (a), CONSULTANT shall defend, hold harmless and indemnify Indemnitees from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to CONSULTANT's performance of this Agreement. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally

delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_, at Beverly Hills, California.

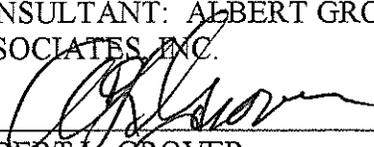
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

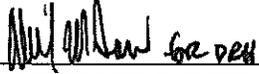
CONSULTANT: ALBERT GROVER &  
ASSOCIATES, INC.

  
\_\_\_\_\_  
ALBERT L. GROVER  
President

  
\_\_\_\_\_

ROBERT A. KUEHN  
Corporate Secretary

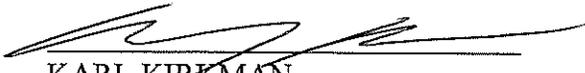
APPROVED AS TO FORM

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works and Transportation

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

CONSULTANT shall perform the following services in connection with the CITY's Street Lighting Project Phase III Commercial (or "Project"):

1. Conduct a Kick-Off Meeting at CITY offices with CITY staff to finalize various Project details, include finalized scope and schedule. At this meeting, we will assist CITY staff in pole selection based on the specific CITY uses, availability of materials, and desired aesthetics. It is necessary that final design decisions (such as pole types) be made by the CITY at this meeting.
2. Review, and revise as required, the 19 plan sheets (plus Title Sheet) for the Project area. This review/revision shall include components such as voltage drop calculations; utilization of weatherproof electrical boxes; illumination analyses for the South Beverly area; potential redesign of the Holiday/Banner/Tree Lighting layouts, etc.  
  
If non-standard poles are to be utilized, CONSULTANT shall have a Structural Engineer determine appropriate wind loading, foundations, etc
3. Submit the revised plan sheets to the CITY for their review and comment.
4. After CITY staff review, meet at CITY offices to discuss comments.
5. Revise plans as required and submit to the CITY for final review. Make any final revisions as required. Provide final plans, specifications, and cost estimate (PS&E) package to the CITY.
6. Prepare and fill out (for submittal by the CITY) the 35-40 SCE applications required for the Project area.
7. Provide answers to contractor's design-related questions during the bidding procedure.
8. Provide construction phase support – review submittals/RFI's, provide field reviews, attend field meetings, etc.
9. After construction is complete, and red-lined plans are provided by the CITY, prepare final as-built plans for the Project.
10. Develop and submit full-size Mylar as-built plan sheets and electronic files on disks for the entire Project (approximately 170 sheets).

**SCHEDULE**

CONSULTANT can begin work on this Project upon receipt of notice to proceed. It is anticipated that the Kick-Off Meeting can be held within two weeks of receipt of notice to proceed. Design plans, illumination analyses, etc. can be submitted for initial plan check within three months of the Kick-Off Meeting. Plans can be revised and resubmitted within three weeks of receipt of comments from the CITY. Prepared SCE applications can be submitted to the CITY during the construction phase once exact locations of meter pedestals have been established.

**COST**

..	Meetings	\$ 6,000
..	50% plan submission	\$35,000
..	90% plan submission	\$16,000
..	100% plan submission	\$ 9,000
..	SCE applications	\$ 2,800
..	Structural Engineering	\$ 5,000
..	Phase III Commercial Area As-Builts/CD	\$10,000
..	As-built mylars/CD (170 sheets)(Phases I, II, III – Residential)	\$ 9,500
..		Not to exceed:
..	Construction support *	\$15,000
..	Contingency	\$10,000
	Total not to exceed	\$118,300

\* Includes a maximum of five (5) field visits.

CITY shall pay CONSULTANT for construction support and additional services outside the scope set forth in Exhibit A in an amount not to exceed Fifteen Thousand Dollars (\$15,000) and Ten Thousand Dollars (\$10,000), respectively at the following rates:

**SCHEDULE OF HOURLY RATES**

**EFFECTIVE APRIL 1, 2008**

Principal/President	\$ 250
Vice President	\$ 220
Director of Project Development	\$ 220
Senior Transportation Engineer	\$ 190
Senior Design Engineer	\$ 175
Transportation Engineer	\$ 165
Senior Associate	\$ 150

Design Engineer	\$ 140
Associate Transportation Engineer	\$ 140
Signal Systems Specialist	\$ 125
Transportation Engineering Associate/Civil Engineering Technician	\$ 125
Designer/Construction Inspector/Signal Systems Technician	\$ 120
Assistant Transportation Engineer/Assistant Engineer	\$ 120
Senior CADD Operator	\$ 120
Project Coordinator, Engineering Assistant	\$ 110
CADD Operator	\$ 110
Traffic Enumerator, Engineering Aide	\$ 75
Engineering Aide II	\$ 50
Council/Commission Meetings, Hearings, etc. (Billing Rate + \$50 Surcharge)	\$ 1,000 Minimum
Expert Witness (Billing Rate + \$50 Surcharge)	\$ 1,000 Minimum
Expert Witness - Deposition/Court (Billing Rate + \$100 Surcharge)	\$ 1,000 Minimum

Subconsultants will be billed at cost plus 20%

EXHIBIT

SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT in accordance with the following schedule the amount of such billing within thirty (30) days of receipt of same.

<u>Services Performed</u>	<u>Payment</u>
Meetings	\$6,000
.. 50% plan submission	\$35,000
.. 90% plan submission	\$16,000
.. 100% plan submission	\$ 9,000
.. SCE applications	\$ 2,800
.. Structural Engineering	\$ 5,000
.. Phase III Commercial Area As-Builts/CD	\$10,000
.. As-built mylars/CD (170 sheets)(Phases I, II, III – Residential)	\$ 9,500
..	
Payment upon completion of services:	
Construction support *	not to exceed \$15,000
.. Contingency	not to exceed \$10,000
	Total not to exceed \$118,300

\* Includes a maximum of five (5) field visits.



## CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
 \_\_\_\_\_

TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_